



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT
**OBJECTION TO AN
APPURTENANT RIGHTS CLAIM**

Form APRT-OBJ

For Official Use Only:

2012 SEP 21 PM 1:23

Instructions: Complete one (1) "Objection to an Appurtenant Rights Claim Form" (Form APRT-OBJ) for each Appurtenant rights claim to which you object.

- Any person or entity with a legal or material interest in the water may file written objections. Persons filing objections must serve copies of the written objection and all related documentation / evidence 1) on the applicant; and 2) on the Commission on Water Resource Management, P.O. Box 621, Honolulu, HI 96809.
- Appurtenant rights claimants will have an opportunity to submit a rebuttal to the written objections.
- For questions, contact the Commission's Stream Protection and Management Branch at (808) 587-0234.

A. OBJECTOR

NAME/COMPANY

Wailuku Water Company, LLC

Contact Person

Avery B. Chumbley

Mailing Address

P. O. Box 2790, Wailuku, Hawaii 96793

Phone

808/244-7079

Fax

808/242-7968

E-mail Address

abc@aloha.net

Explain your legal or material interest in objecting to this Appurtenant rights claim.

Wailuku Water Company, LLC is the owner and operator of the private distribution system through which the Applicant receives surface water. Determination of Applicant's claim of an appurtenant right to water that is distributed through Wailuku Water Company, LLC's distribution system may impact the operation of the distribution system and will affect the property rights of Wailuku Water Company, LLC.

B. APPLICANT (As listed in the Public Notice)

NAME/COMPANY

MMK Maui, LP
The King Kamehameha Golf Club
2500 Honoapiilani Highway
Wailuku, HI 96793
SWUPA# 2186

ter Use Permit Application No.

Mailing Address

Identify all Tax Map Keys (TMK)

TMK: (2)3-6-004-010; (2)3-6-004-011; (2)3-6-004-012; (2)3-6-004-014

C. REASON(S) FOR OBJECTION

Select all that apply below. The objector has the burden of proof on all objections.

- ☐ The parcel was not used as a residence or for cultivation at the time of the Mahele.
- ☒ The Appurtenant right to water has been reserved or extinguished.
- ☒ There are materially false statements or representations in the claimant's application for Appurtenant rights.

Summarize carefully your objection and how approval of this Application would adversely affect your legal interests (Use separate page if needed):

The claim must be reviewed in light of the following:

- 1-Whether the claim properly characterized the source of the water for which the claim is asserted;
- 2-Whether the rights claimed are subject to Public Utilities Commission Regulation; and
- 3-Whether the rights have been extinguished.

See the attached sheets which expand on the objections and provide documentary support for the objection(s).

Supporting documentation / evidence must be provided on separate sheets.

D. OBJECTOR SIGNATURE

☐ By checking this box (for electronic submissions) or signing below (for hardcopy submissions) indicates that the signatory understands and swears that the information provided is accurate and true to the best of their knowledge.

Print Name:

Avery B. Chumbley,
Authorized Representative

Signature:

Date:

September 18, 2012

FILE ID:

DOC ID:

ENTER 3650-6
SWUP. 2186
10130

Form APRT-OBJ 08/29/2012

Whether the Claim Properly Characterized The Source of Water

The claim contains an ambiguity or possibly a mischaracterization on the water source for the appurtenant right.

A claimant to an appurtenant right must establish that the surface water was taken directly from the stream, or from an auwai that was connected to a stream, at the time of the original conversion of the property to fee simple title.

Claims based on surface water taken from a privately owned distribution system and not from a stream, especially a distribution system that did not exist at the time of the original fee simple conversion, does not establish an appurtenant right to surface water delivered through a privately owned distribution system.

Accordingly, factual and legal questions exist on whether the subject claim for appurtenant rights derives from a diversion that existed at the time of the original fee simple conversion from a stream or an auwai that was then connected to a stream.

In addition, factual and legal questions exist as to whether applicant is required to hold a stream diversion works permit and/or a stream channel alteration permit and whether there is a right to use a privately owned distribution system if the surface water is being diverted through that privately owned distribution system.

Rights Claimed May be Subject to Public Utilities Commission Regulation

The claim asserts a right to use surface water that reaches the claimant's property through a distribution system owned by Wailuku Water Company, LLC

The ability of Wailuku Water Company, LLC to deliver water through that distribution system is the subject of a proceeding pending before the State of Hawaii Public Utilities Commission ("PUC").

Any determination by the Commission on Water Resource Management on claims in which the surface water is delivered through use of the distribution system owned by Wailuku Water Company, LLC must include a condition that the delivery of the surface water is subject to applicable terms, conditions, rules, regulations, decisions, orders, tariffs, and actions of the PUC (collectively "PUC Regulation")

Accordingly, factual and legal questions exist on whether the subject claim for appurtenant rights may be subject to PUC Regulation.

Were Appurtenant Water Rights Extinguished

Appurtenant rights to surface water are created at the time the original conversion to fee simple land. While an appurtenant right to surface water cannot be transferred separately and apart from land to which it attaches, the right can be extinguished.

The appurtenant right to surface water is extinguished if the Grantor of the property transfers the property and either reserves the right to the Grantor or transfers the property without transferring the appurtenant right.

The conveyance document in the chain of title to the subject property contain language to the following effect:

EXCEPTING, RESERVING AND GRANTING, however, unto Grantor, its successors and assigns, all water and water rights (surface and ground water) within or appurtenant to the Property, including the right to develop and utilize the same; provided, however, that in the exercise of said rights, Grantor, its successors and assigns, shall not have the right to drill for water or otherwise disturb the surface of the land or any improvements thereon.

Accordingly, factual and legal questions exist as to whether an appurtenant right has been extinguished.

R-274

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

APR 21. 1992 08:01 AM

Doc No(s) 92-061321

/s/ S. FURUKAWA
REGISTRAR OF CONVEYANCES

CONVEYANCE TAX: \$0.00

LAND COURT SYSTEM

REGULAR SYSTEM

RETURN BY MAIL [] OR PICKUP [] TO:

Char Sakana, John & Kim
841 Bishop Street, Suite 850
Honolulu HI 96812

TC 246 314 B

25

(2)

PROPERTY DEED

This indenture, effective as of February 21, 1992,
is made by and between:

Wailuku Agribusiness Co., Inc., a Hawaii corporation,
with principal place of business and mailing address at
827 Fort Street Mall, Honolulu, Hawaii 96813 (WACI),
and

Waikapu Mauka Partners, a Hawaii general partnership,
with principal place of business and mailing address at
745 Fort Street Mall, Suite 208, Honolulu, Hawaii 96813
(WMP).

WITNESSETH

WACI, in consideration of TEN DOLLARS (\$10.00) and other
valuable consideration, the receipt of which is hereby
acknowledged, does hereby grant, bargain, sell and convey unto
WMP and its successors and assigns:

[REDACTED]

All of those certain parcels of land situate at Waikapu, Maui, Hawaii described in Exhibit A attached hereto and made a part hereof, herein referred to as the Property, subject, however, to the encumbrances described in Exhibit A,

TOGETHER WITH nonexclusive easements, appurtenant to the Property, for road and utility purposes, over, under and across:

Easement B, up to sixty (60) feet in width, over, upon and across Lot 6, as described in Exhibit A and as shown on Exhibit B.

Easement C, up to sixty (60) feet in width, over, upon and across Lot 6, as described in Exhibit A and as shown on Exhibit B.

Easement D, forty (40) feet in width, over, upon and across Lot 6, as described in Exhibit A and as shown on Exhibit B, attached hereto and made a part hereof.

A. Relocation. With the prior written consent of WMP, which consent shall not be unreasonably withheld, WACI shall have the right to relocate Easements B, C and D provided that:

(i) with respect to an Easement prior to construction of improvements therein, WACI shall bear the expense of any redesign and documentation costs, and

(ii) with respect to an Easement after the construction of improvements therein, WACI shall bear the expense of such relocation, including, without limitation, the relocation of improvements.

B. Widening of Easement D to Sixty Feet. WMP shall have the option, exercisable not later than June 15, 2008, to increase the width of Easement D from forty (40) feet to sixty (60) feet, subject to the following conditions:

(i) such widening is necessary to accommodate improvements to be constructed by WMP in Easement D,

(ii) the widening shall occur on the side of Easement D as reasonably determined by WACI after WMP furnishes plans to WACI for the road improvements to be constructed by WMP in Easement D, and

(iii) WMP shall not commence any use of the widening area until the expiration of:

(a) at least ninety (90) days advance written notice by WMP to WACI and all occupants of the widening area on which crops are not planted, and

(b) such advance written notice by WMP to WACI and all owners of crops planted in the widening area as is sufficient to permit harvesting and removal of the crops at the anticipated normal harvest times; however, WMP shall have no obligation to give more than two (2) years advance written notice. WMP shall be entitled to take sooner possession of such widening area on which crops are planted if WMP first pays the owner of the crops a sum for crop damages equal to the anticipated profit from the crops plus the costs of planting and cultivation incurred to the date when WMP takes possession.

C. Widening of Easements B, C and D to Eighty Feet. WMP shall have the option, exercisable not later than June 15, 2008, to increase the width of any or all Easements B, C and D to eighty (80) feet, subject to the following conditions:

(i) the widening shall occur on the side of each easement as reasonably determined by WACI after WMP furnishes plans to WACI for the road improvements to be constructed by WMP in each easement to be widened,

(ii) WMP shall not commence any use of the widening area until the expiration of:

(a) at least ninety (90) days advance written notice by WMP to WACI and all occupants of the widening area on which crops are not planted, and

(b) such advance written notice by WMP to WACI and all owners of crops planted in the widening area as is sufficient to permit harvesting and removal of the crops at the anticipated normal harvest times; however, WMP shall have no obligation to give more than two (2) years advance written notice, and WMP shall be entitled to take sooner possession of such widening area on which crops are planted if WMP first pays the owner of the crops a sum for crop damages equal to the anticipated profit from the crops plus the costs of planting and cultivation incurred to the date when WMP takes possession,

(iii) within two (2) years after the expiration of such notice periods, WMP shall complete the construction within each widened easement of a divided roadway containing a medial strip, with plantings of trees, shrubs or other landscaping, all reasonably satisfactory to WACI.

D. Responsibility for Existing Road in Easement D. All liabilities relating to the existing road in Easement D, including payment before the same become delinquent of all real property taxes assessed, allocable or payable with respect to such existing road, shall accrue:

(i) to WACI until the date:

(a) the Quarry on Lot 4 as described in Exhibit A is vacated, as defined in the unrecorded Waikapu Option/Purchase Agreement dated May 27, 1988, by and between WACI and THP Associates (hereinafter called "THP"), and restored by the Licensee of Lot 4 under that certain license hereinafter described, or the expiration of six (6) months after the date the Quarry is vacated, whichever shall first occur, and the Tile Plant on Lot 5 as described in Exhibit A is vacated, as defined in the unrecorded Waikapu Option/Purchase Agreement dated May 27, 1988, by and between WACI and THP, by the Lessee of Lot 5 under that certain Lease hereinafter described, or

(b) Easement D is widened to sixty (60) feet as herein provided,

whichever shall first occur, and

(ii) to WMP from and after the first to occur of the aforesaid conditions (a) or (b).

WMP shall bear its fair share of the maintenance costs, real property taxes and operating liabilities, if any, other than tort liabilities, for the existing road in Easement D in proportion to its relative use of such road prior to the aforesaid time for transfer to WMP of all liabilities relating to the existing road in Easement D.

WACI shall bear its fair share of the maintenance costs, real property taxes and operating liabilities, if any, other than tort liabilities, for the existing road in Easement D in proportion to its relative use of such road after the aforesaid time for transfer to WMP of all liabilities relating to the existing road in Easement D.

E. Responsibility for Easement B. All liabilities relating to Easement B, including payment before the same become delinquent of all real property taxes assessed, allocable or payable with respect to Easement B, shall accrue:

(i) to WACI until the date WMP makes actual use of such easement, or the expiration of thirty (30) days after WACI notifies WMP in writing that WACI or any other occupant of Lot 6 as shown in Exhibit B attached hereto and made a part hereof has ceased agricultural use of such easement (provided that such agricultural use has ceased), whichever shall first occur, and

(ii) to WMP from and after the first to occur of the aforesaid dates.

F. Responsibility for Easement C. All liabilities relating to Easement C, including payment before the same become delinquent of all real property taxes assessed, allocable or payable with respect to Easement C, shall accrue:

(i) to WACI until the date WMP makes actual use of such easement, or the expiration of thirty (30) days after WACI notifies WMP in writing that WACI or any other occupant of Lot 6 as shown in Exhibit B attached hereto and made a part hereof has ceased agricultural use of such easement (provided that such agricultural use has ceased), whichever shall first occur, and

(ii) To WMP from and after the first to occur of the aforesaid dates.

G. Shared Use of Roads Constructed by WMP in Easements B, C and D. WACI and all occupants of Lots 1, 2 and 6:

(i) shall have the right to use Easements B, C and D, as the same may be widened, and all road and other improvements constructed therein by WMP, for automobiles, trucks, vehicles and equipment of all types before Easements B, C and D are paved by WMP, and for automobiles, pickup trucks and other comparable service vehicles but not tracked equipment, heavy trucks and other field equipment after Easements B, C and D are paved by WMP,

(ii) shall have the right to share access points where Easements B, C and D, as the same may be widened, connect with Honoapiilani Highway; however, the agricultural user of such shared access points shall bear the cost of concrete paving or other increased construction cost for such shared

access points in excess of the cost that WMP would incur for construction in the absence of such shared use of such agricultural access points,

(iii) shall have the right to install crossings across Easements B, C and D, as the same may be widened, in a number of locations reasonably consistent with operational needs from time to time for agricultural trucks and vehicles of all types; however:

(a) the number and locations of such crossings are subject to the consent of WMP, which consent shall not be unreasonably withheld,

(b) the agricultural user of such crossings shall bear the cost of concrete paving or other increased construction costs for such agricultural crossings in excess of the cost that WMP would incur for construction in the absence of such agricultural crossings, and

(c) if WACI shall relocate any such crossing to accommodate the demonstrated needs of WMP, WMP and WACI will each bear fifty percent (50%) of the costs of such relocation, unless WACI and WMP otherwise agree after negotiations in good faith,

(iv) shall have the right to control and stop traffic on Easements B, C and D, as the same may be widened, in a prudent manner so as to facilitate the crossing of Easements B, C and D by agricultural trucks and vehicles of all types; however, there shall be no unreasonably prolonged interference with traffic on Easements B, C and D, and

(v) shall bear its or their fair share of the maintenance costs, real property taxes and operating liabilities, if any, other than tort liabilities, for roads constructed by WMP in Easements B, C and D in proportion to its or their use of such roads until such time as such roads are dedicated to the County of Maui. If WACI or any other occupant of Lots 1, 2 and 6 fails to pay its fair share of such costs, real property taxes and liabilities, WMP may sue the nonpaying party for collection of such sums due and may exclude or enjoin the nonpaying party from using such roads.

If and to the extent that WACI and any other occupant of Lots 1, 2 or 6 shall use a specified portion of the capacity of the roadways in any of Easements B, C or D with the result that such capacity is unavailable when needed by WMP for future

development of the Property, WACI or such other occupant, as the case may be, will either: (A) pay or reimburse WMP for the expense to add or restore such capacity when WMP incurs such expense in conjunction with such future development of the Property or (B) curtail usage of the roadways at such time sufficient to restore the availability of such capacity to WMP. WACI or such other occupant shall elect between the foregoing choices (A) and (B). In case of failure to make such election within thirty (30) days following written demand from WMP after such election becomes necessary, WMP may dictate the choice of (A) or (B). In case WMP so dictates choice (B), WMP may enjoin or otherwise enforce the necessary curtailment of usage.

H. Cooperation. WMP shall exercise the easement rights described above in a manner reasonably compatible with the use and enjoyment of Easements B, C and D and of Lots 1, 2 and 6 by WACI and all others entitled to the use and enjoyment of Easements B, C and D and Lots 1, 2 and 6.

WACI and all others entitled to the use and enjoyment of Easements B, C and D shall use Easements B, C and D in a manner reasonably compatible with WMP's easement rights in Easements B, C and D.

WMP shall be entitled to exclude from Easements B, C and D all persons not permitted thereon by WMP, WACI or all others entitled to the use and enjoyment of Easements B, C and D.

I. Dedication. If WMP improves Easements B, C and D, or any of them, to the standards required by the County of Maui for the dedication of roads, WACI will permit and join in dedication of such road(s) to the County of Maui, provided that such dedication will not restrict access from Lot 6 to such roads. Until such dedication, WMP shall keep and maintain all road and other improvements constructed by WMP in Easements B, C and D in good order, condition and repair.

J. Abandonment. If and to the extent Easements B, C and D are not paved and otherwise improved and used by WMP on a regular basis for any period of twenty (20) years, such unpaved, unimproved and unused easements shall thereupon terminate.

K. Utilities. All utilities installed by WMP in Easements B and C shall be installed underground.

Prior to the installation of electrical, telephone and similar utility lines and cables in Easement D, WMP shall consult with WACI to determine WACI's plans for development of homesites on or urban uses of Lots 1, 2 and 6.

(i) if WACI plans such development on or uses of the portion of Lots 1, 2 and 6 adjoining or served by Easement D within five (5) years of such consultation, such utility lines installed by WMP in Easement D shall be installed underground.

(ii) if WACI does ~~not~~ plan such development on or uses of the portion of Lots 1, 2 and 6 adjoining or served by Easement D within five (5) years of such consultation, such utility lines may be installed by WMP above ground in Easement D; however,

(a) such utility lines shall be suspended a minimum of thirty-five (35) feet above the ground or at such lesser heights as may be permitted by WACI consistent with its needs for the passage of equipment under such utility lines; and

(b) WMP shall be obligated to install such utility lines underground at such time (at least five (5) years after the installation of such utility lines above ground) as WACI develops homesites on or initiates urban uses of such Lots 1, 2 and 6.

To the extent WACI owns any existing utility lines or poles serving the Property over any of Easements B, C or D, WMP may use the same so long as such usage does not interfere with WACI's usage or commitments to third parties and provided WACI shall have no obligation to maintain such lines or poles; and any new lines installed by WMP which are not underground shall be confined to Easement D and shall be subject to the consultation and undergrounding requirements stated above.

L. Indemnification. WMP shall indemnify and hold WACI harmless from and against any and all claims, actions, suits, liabilities, obligations, losses, costs and expenses, including attorneys' fees, which may hereafter arise and which are attributable to or arise directly or indirectly out of or in connection with the exercise by WMP and its officers, employees, agents, servants, contractors, invitees and permittees of the easement rights described above.

TOGETHER WITH BUT SUBJECT TO:

1. Lease dated November 30, 1973, by and between Wailuku Sugar Company, a Hawaii corporation, as Lessor, and R & M Service Company, Inc., a Hawaii corporation, as Lessee, recorded in the Bureau of Conveyances of the State of Hawaii in Book 9633, Page

277, as amended by unrecorded Amendment of Lease dated May 12, 1980, but effective as of January 1, 1980, said Lease, as amended, herein referred to as the Lease,

TOGETHER WITH all rents reserved by said Lease, and the benefit of all the Lessee's covenants and all rights and remedies of the Lessor contained therein, EXCEPT for the rents and other benefits relating to the Lease, as reserved to WACI in that unrecorded Waikapu Option/Purchase Agreement dated May 27, 1988, by and between WACI and THP.

2. Unrecorded License dated December 5, 1959, by and between Wailuku Sugar Company, a Hawaii corporation, as Licensor, and Nix Ready Mix Company, Limited, a Hawaii corporation, as Licensee, as amended by unrecorded Amendment of License dated April 7, 1975, effective December 1, 1974, and as further amended by unrecorded instrument dated May 1, 1981, a short form of said License, as amended, dated September 1, 1983, recorded in said Bureau in Book 17360, Page 555, as further amended by the following unrecorded instruments: (a) letter agreement dated April 7, 1975, (b) Amendment of License dated May 1, 1981, and (c) Rider to Amendment of License dated October 7, 1983, effective May 1, 1981, and as further amended by unrecorded Amendment of License dated February 12, 1988, by and between Wailuku Agribusiness Co., Inc. and Maui C & A, Inc., said License, as amended, herein referred to as the License,

TOGETHER WITH all fees and royalties reserved by said License, and the benefit of all the Licensee's covenants and all rights and remedies of the Licensor contained therein, EXCEPT for the charges, rents, royalties and other benefits relating to the License, as reserved to WACI in that unrecorded Waikapu Option/Purchase Agreement dated May 27, 1988, by and between WACI and THP.

WACI shall have the right, and WMP hereby gives WACI the irrevocable power of attorney, coupled with an interest, to extend the term of the License for a 3-year extension as provided in the Waikapu Option/Purchase Agreement.

3. Unrecorded Lease dated October 17, 1972, but effective as of December 1, 1971, by and between Wailuku Sugar Company, a Hawaii corporation, as Lessor, and Charles S. Ota, as Lessee, as amended by unrecorded letter agreement dated August 30, 1977, said Lease, as amended, herein referred to as the Pasture Lease,

TOGETHER WITH all rents reserved by said Lease, and the benefit of all the Lessee's covenants and all rights and remedies of the Lessor contained therein, EXCEPT AND RESERVING, HOWEVER,

to WACI the portion of the rents and other benefits under the Pasture Lease allocable to Lots 1, 2 and 6.

EXCEPTING AND RESERVING UNTO WACI AND ITS SUCCESSORS AND ASSIGNS:

1. Water Rights. All water and water rights within or appurtenant to the Property; however, to the extent surface water naturally flows or falls onto the Property, WMP may collect or divert and use such surface water on the Property.

WACI and its successors and assigns shall have no obligation to prevent water from flowing onto or through the Property.

2. Watercourse Protection Rights. In the presently existing natural state of Lots 1, 2 and 6 and the Property, water flows or drains from WACI Lot 2 onto the Property, across the Property in defined channels or watercourses having centerlines as shown on Exhibit C attached hereto and made a part hereof, onto WACI Lot 6 and into defined channels and watercourses on WACI Lot 6.

WMP shall not, without the prior written consent of WACI:

- (i) change any of the points on the Property at which water flows or drains from the Property onto WACI Lot 6 or
- (ii) increase the discharge of water onto WACI Lot 6 at any of such points in excess of the amount that would naturally discharge under conditions existing on June 15, 1988.

Notwithstanding the foregoing, if and to the extent that the defined channels or watercourses on WACI Lot 6 have a capacity to handle greater flows than currently occur or are expected to occur under natural conditions, WMP may, after giving at least ninety (90) days advanced written notice to WACI, increase the discharge of water into such defined channels or watercourses so as not to exceed such capacity, but subject to the reserved right of WACI to recover such capacity for its own use at any time, whereupon WMP shall either cease and prevent the use of the excess capacity or shall pay the expense of enlarging such defined channels or watercourses affected by such excess capacity to handle the excess discharge of water from the Property.

3. Waihee Ditch Maintenance Easement. A perpetual nonexclusive easement, fifteen (15) feet in width, over, under and across the Property along the mauka side of the Waihee Ditch

for access along, and for inspection, maintenance and repair of the Waihee Ditch.

WACI and its successors and assigns, as the case may be, shall indemnify and hold WMP harmless from and against any and all claims, actions, suits, liabilities, obligations, losses, costs and expenses, including attorneys' fees, which may hereafter arise and which are attributable to or arise directly or indirectly out of or in connection with the exercise by WACI and its successors and assigns of such easement right.

4. Crop Land Reservoir and Connecting Ditch, Pipe, Road and Utility Easements. A perpetual exclusive easement, over, under and across Lot 3 described in Exhibit A, for the use, inspection, maintenance and repair of the existing ditch, reservoir and pump station on Lot 3 as shown shaded in green on Exhibit D attached hereto and made a part hereof, together with:

(i) a perpetual exclusive easement, twenty (20) feet in width, over, under and across Lot 3, for the use, inspection, maintenance and repair of all ditches and pipes:

and (a) connecting the reservoir to the Waihee Ditch,

(b) running from the reservoir to Lots 1, 2 and 6,

(ii) a perpetual nonexclusive easement, twenty (20) feet in width, over and across Lot 3 on the alignment designated as Maintenance Roadway on Exhibit D, for access to such exclusive easements,

(iii) a nonexclusive easement, twenty (20) feet in width, over and across Lot 3 on the alignment shaded in yellow on Exhibit D, for access to such exclusive easements, until such time as WMP constructs a road in Easement B,

(iv) a perpetual nonexclusive easement, twenty (20) feet in width, over and across Lot 3, around the reservoir as it may be expanded and the pump station, and along both sides of all ditches and pipes:

and (a) connecting the reservoir to the Waihee Ditch

(b) running from the reservoir to Lots 1, 2 and 6,

for the inspection, maintenance and repair of the aforesaid,

(v) a perpetual nonexclusive easement, fifteen (15) feet in width, for the use, inspection, maintenance and repair of all existing power lines and structures serving or ancillary to the reservoir, pump station, and such ditches and pipes; however, WMP shall have the right to place the existing power lines underground at its expense,

(vi) a perpetual easement for the expansion of the reservoir into the Reservoir Expansion area designated on Exhibit D, subject to the consent of WMP, which consent shall not be unreasonably withheld. Until such expansion occurs, the parties shall have nonexclusive rights of passage over and across the Reservoir Expansion area. Upon such expansion, the perpetual exclusive easement for the use, maintenance and repair of the reservoir shall extend to encompass the entire reservoir as expanded.

The purpose of these exclusive and nonexclusive easements is to assure WACI and its successors and assigns of exclusive control (i) of the water at any time within such reservoir, ditches and pipes, and (ii) of all berms, embankments and other physical features necessary to contain and control such water.

Such exclusive easements shall not be construed:

(a) to prevent WMP from installing crossings over the connecting ditches and pipes and to use the land over any pipes, provided such crossings and use meet with the reasonable approval of WACI and do not impair the structural integrity of the ditches or pipes, or

(b) to impair WMP's use and enjoyment of air rights over the reservoir, pipes and ditches.

WACI or its successors and assigns, as the case may be, shall indemnify and hold WMP harmless from and against any and all claims, actions, suits, liabilities, obligations, losses, costs and expenses, including attorneys' fees, which may hereafter arise and which are attributable to or arise directly or indirectly out of or in connection with the exercise by WACI and its successors and assigns of such easement rights.

WACI and its successors and assigns will generally be responsible for controlling access to the reservoir, ditches, pipes and/or equipment; however, if WMP desires

that any fences or other access controls be eliminated to assimilate the reservoir, ditches, pipes and other equipment more readily into WMP's use of the surrounding Property, WMP shall assume all liability and responsibility for liabilities, claims or damages that may arise from changes or removal of such fences and access controls, and WMP shall indemnify and hold WACI and its successors and assigns harmless from all claims, actions, suits, liabilities, obligations, losses, costs and expenses, including attorneys' fees, which may thereafter arise by reason of any third party's death, injury or other damage on account of the reservoir, ditches, pipes and other equipment.

5. Agricultural Operations Rights. The unrestricted right, appurtenant to Lots 1, 2 and 6 and to lands located adjacent to or in the vicinity of the Property and now owned or used or hereafter used by WACI and its successors or assigns in agricultural operations, to engage in any type of farming operation, including but not limited, to open burning, percolating, evaporating, fertilizing, milling, power generation, water diversion, plowing, grading, storing, hauling, herbicide and pesticide spray, irrigating, crop dusting, and all other activities incidental to the planting, farming, harvesting and processing of agricultural products and by-products, which operations may from time to time cause noxious emissions such as noise, smoke, dust, light, heat, vapor, odor, chemicals, vibration, and other nuisances to be discharged or emitted over and upon the Property.

WACI and its successors and assigns shall not be responsible or liable to WMP or its successors or assigns for the consequences from the creation and discharge of such noxious emissions.

Each owner of the Property from time to time shall indemnify and hold WACI and its successors and assigns harmless from any liability or expense resulting from such owner's claims arising from such noxious emissions.

6. Road and Utility Rights Easements. Perpetual nonexclusive easements, appurtenant to WACI Lot 2, for road and utility purposes, over, under and across the Property on reasonable alignments subject to WMP's consent, which consent shall not be unreasonably withheld, and not materially interfering with WMP's use of the Property, and corresponding to the WMP road system as much as possible.

WACI or any successor owner of WACI Lot 2, as the case may be, shall indemnify and hold WMP harmless from and against any

[REDACTED]

and all claims, actions, suits, liabilities, obligations, losses, costs and expenses, including attorneys' fees, which may hereafter arise and which are attributable to or arise directly or indirectly out of or in connection with the exercise by WACI or such successor owner of WACI Lot 2 of such easement rights.

WACI and any successor owner of WACI Lot 2, as the case may be, shall bear its or their fair share of the maintenance costs for roads constructed by WMP in such easements in proportion to its or their relative respective use of such roads until such time as such roads are dedicated to the County of Maui.

TOGETHER WITH all reversions, remainders, easements, appurtenances, buildings, improvements, rents, issues and profits on or pertaining to the Property, and all of the estate, right, title and interest of WACI, both at law and in equity, therein and thereto, except as aforesaid.

TO HAVE AND TO HOLD the same unto WMP, forever, subject, however, to the encumbrances described in Exhibit A.

As shown on Exhibit "A", this Property Deed is subject to that certain Lien Securing Payment of Water Delivery Charges dated June 17, 1988, recorded in the Bureau of Conveyances of the State of Hawaii in Book 22667 at Page 299 (the "Lien Securing Payment"). By its terms the Lien Securing Payment encumbers all interests of WMP in the property hereby conveyed when and as such interests are acquired by WMP. WMP hereby acknowledges and confirms that the Lien Securing Payment is and continues in full force and effect and is binding on the property herein conveyed to WMP.

WACI, for itself and its successors and assigns, hereby covenants and agrees with WMP that WACI has good right to convey the Property to WMP; that the Property is free and clear of all liens and encumbrances made by, through or under WACI, except for the encumbrances described herein and in Exhibit A; and that except for such encumbrances, WACI will warrant and defend the same unto WMP against the lawful claims and demands of all persons claiming by, through, or under WACI.

Except as otherwise provided herein, the term "WACI" means and includes WACI and its successors in ownership of Lots 1, 2 and 6, and the term "WMP" means and includes WMP and its successors in ownership of the Property.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterparts.

WACI and WMP have executed this indenture effective as of the date written above.

WAILUKU AGRIBUSINESS CO., INC.

By: B.G. Munnahan
Its: Vice-President

By: Karlan A. Skibo
Its: Secretary

WAIKAPU MAUKA PARTNERS
By its general partner:

THP ASSOCIATES
By its general partner:

QUARTERS, INC.

By: _____
Its: _____

[REDACTED]

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterparts.

WACI and WMP have executed this indenture effective as of the date written above.

WAILUKU AGRIBUSINESS CO., INC.

By: _____
Its: _____

By: _____
Its: _____

WAIKAPU MAUKA PARTNERS
By its general partner:

THP ASSOCIATES
By its general partner:

QUARTERS, INC.

By: *[Signature]*
Its: *President*

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 21st day of February, 1992, before me
appeared B. O. MOYNAHAN and KATHLEEN F. OSHIRO, to
me personally known, who being by me duly sworn, did say that
they are the Vice-President and Secretary
respectively, of WAILUKU AGRIBUSINESS CO., INC., a Hawaii
corporation; that the seal affixed to the foregoing instrument is
the corporate seal of said corporation; and that said instrument
was signed and sealed in behalf of said corporation by authority
of its Board of Directors, and the aforesaid acknowledged said
instrument to be the free act and deed of said corporation.

Stephanie A. Hughes L.S.
Notary Public, State of Hawaii
My commission expires: 2/10/96

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this ____ day of _____, 199__, before me
appeared _____, to me personally known, who
being by me duly sworn, did say that he is the _____
of QUARTERS, INC., a Hawaii corporation, a general partner of THP
ASSOCIATES, a Hawaii general partnership, a general partner of
WAIKAPU MAUKA PARTNERS, a Hawaii general partnership; that the
seal affixed to the foregoing instrument is the corporate seal of
said corporation; and that said instrument was signed and sealed
in behalf of said corporation by authority of its Board of
Directors, and the aforesaid acknowledged said instrument to be
the free act and deed of said partnership.

Notary Public, State of Hawaii
My commission expires: _____

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS.

On this ____ day of _____, 199__, before me
appeared _____ and _____, to
me personally known, who being by me duly sworn, did say that
they are the _____ and _____
respectively, of WAILUKU AGRIBUSINESS CO., INC., a Hawaii
corporation; that the seal affixed to the foregoing instrument is
the corporate seal of said corporation; and that said instrument
was signed and sealed in behalf of said corporation by authority
of its Board of Directors, and the aforesaid acknowledged said
instrument to be the free act and deed of said corporation.

Notary Public, State of Hawaii
My commission expires: _____

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS.

On this 17th day of January, 1992, before me
appeared Howard T. Hanabusa, to me personally known, who
being by me duly sworn, did say that he is the Member
of QUARTERS, INC., a Hawaii corporation, a general partner of THP
ASSOCIATES, a Hawaii general partnership, a general partner of
WAIKAPU MAUKA PARTNERS, a Hawaii general partnership; that the
seal affixed to the foregoing instrument is the corporate seal of
said corporation; and that said instrument was signed and sealed
in behalf of said corporation by authority of its Board of
Directors, and the aforesaid acknowledged said instrument to be
the free act and deed of said partnership.

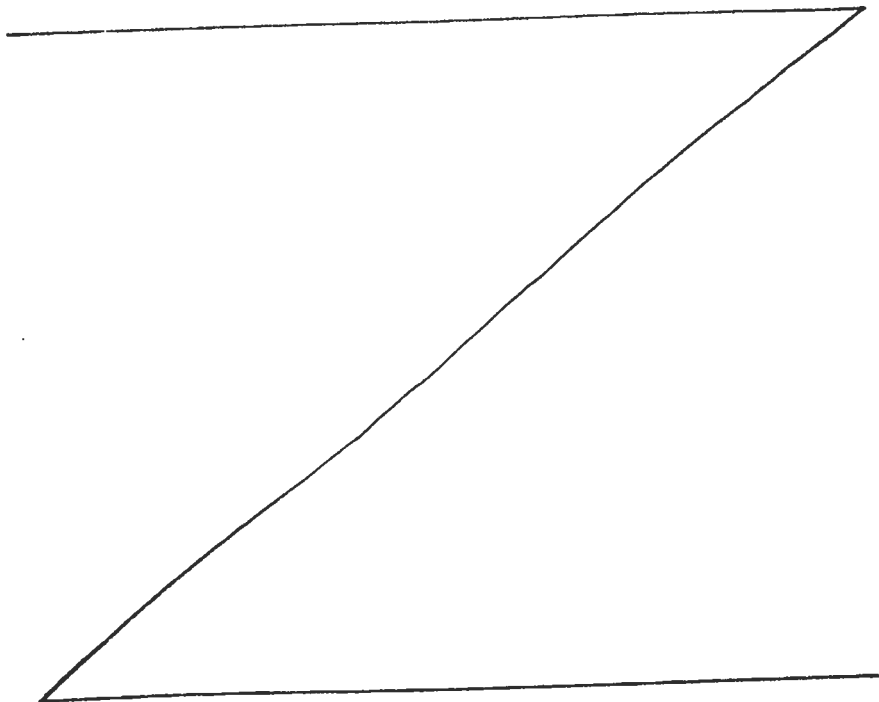
Ellen J. Carlson
Notary Public, State of Hawaii
My commission expires: 1-21-93



PARCEL FIRST

All of that certain parcel of land situate at Waikapu, Wailuku, Island and County of Maui, State of Hawaii, described as follows:

Lot No. 3, containing an area of 551.586 acres (more or less), of the WAIKAPU HEMA LARGE LOT SUBDIVISION, as shown on Exhibit B hereto and more particularly described as follows:



Land situated on the westerly side of Honoapiilani Highway
(Federal Aid Project Number 13-G) at Waikapu, Wailuku, Maui,
Hawaii

Being a portion of Grant 3152 to H. Cornwell, and Grant 1544 to J.
Silva

Beginning at a point at the most southerly corner of this lot, the
coordinates of said point of beginning referred to Government Survey
Triangulation Station "LUKE", being 21,732.50 feet South and
5,627.87 feet West and running by azimuths measured clockwise from True
South:

- | | |
|------------------|---|
| 1. 129° 45' | 274.28 feet along the remainder of Grant
3152 to H. Cornwell, being also
along Lot 6 of Waikapu Hema
Large Lot Subdivision to a
point; |
| 2. 97° 12' 40" | 325.30 feet along the remainder of Grant
3152 to H. Cornwell, being also
along Lots 6 and 2 of Waikapu
Hema Large Lot Subdivision to a
point; |
| 3. 113° 35' | 443.36 feet along the remainder of Grant
3152 to H. Cornwell, being also
along Lot 2 of Waikapu Hema
Large Lot Subdivision to a
point; |
| 4. 86° 38' 50" | 339.46 feet along same to a point; |
| 5. 144° 47' 30" | 236.95 feet along same to a point; |
| 6. 89° 41' 50" | 269.51 feet along same to a point; |
| 7. 101° 50' 10" | 289.02 feet along same to a point; |
| 8. 88° 15' 20" | 420.00 feet along same to a point; |
| 9. 178° 43' 50" | 313.90 feet along same to a point; |
| 10. 231° 30' 10" | 344.75 feet along same to a point; |
| 11. 172° 45' | 145.77 feet along same to a point; |
| 12. 204° 37' 10" | 459.98 feet along same to a point; |
| 13. 108° 38' 10" | 379.21 feet along same to a point; |

14. 167° 46' 10"	348.97 feet along same to a point;
15. 159° 54' 50"	452.61 feet along same to a point;
16. 133° 04' 40"	580.05 feet along same to a point;
17. 173° 54' 50"	300.00 feet along same to a point;
18. 140° 18' 20"	570.56 feet along same to a point;
19. 232° 03' 40"	166.90 feet along same to a point;
20. 192° 35' 10"	278.47 feet along same to a point;
21. 146° 06' 10"	292.35 feet along same to a point;
22. 173° 14' 30"	239.68 feet along same to a point;
23. 146° 26' 20"	338.93 feet along same to a point;
24. 197° 19'	326.74 feet along same to a point;
25. 145° 00'	627.53 feet along same to a point;
26. 112° 42'	365.71 feet along same to a point;
27. 110° 54' 40"	166.27 feet along same to a point;
28. 154° 34' 40"	109.09 feet along same to a point;
29. 222° 41' 20"	339.06 feet along same to a point;
30. 255° 57' 40"	473.60 feet along same to a point;
31. 215° 35' 50"	146.32 feet along same to a point;
32. 156° 08' 10"	495.73 feet along same to a point;
33. 116° 52' 40"	790.00 feet along same to a point;
34. 177° 59'	286.23 feet along same to a point;
35. 276° 36' 30"	539.84 feet along same to a point;
36. 258° 57' 30"	537.26 feet along same to a point;
37. 192° 00' 50"	459.10 feet along same to a point;
38. 187° 30' 40"	301.50 feet along same to a point;
39. 153° 02'	264.92 feet along same to a point;
40. 108° 12'	349.35 feet along same to a point;

41. 133° 22' 20"	299.25 feet along remainders of Grant 1152 to H. Cornwell, and Grant 1844 to J. Sylva, being also along Lot 2 of Waikapu Hema Large Lot Subdivision to a point;
42. 90° 47' 20"	36.05 feet along the remainder of Grant 1844 to J. Sylva, being also along Lot 2 of Waikapu Hema Large Lot Subdivision to a point;
43. 126° 26' 50"	275.32 feet along same to a point;
44. 100° 43' 10"	346.49 feet along same to a point;
45. 137° 55' 30"	261.45 feet along same to a point;
46. 193° 31' 40"	135.07 feet along same to a point;
47. 281° 25' 40"	592.52 feet along same to a point;
48. 264° 51'	258.07 feet along same to a point;
49. 255° 45' 10"	535.96 feet along same to a point;
50. 269° 31' 20"	227.42 feet along same to a point;
51. 222° 24' 30"	140.26 feet along same to a point;
52. 166° 06' 40"	163.17 feet along same to a point;
53. 223° 44' 30"	158.20 feet along same to a point;
54. 171° 16' 50"	133.57 feet along same to a point;
55. 219° 17' 50"	113.57 feet along same to a point;
56. 264° 54'	332.05 feet along same to a point;
57. 219° 35' 40"	244.60 feet along same to a point;
58. 315° 21' 30"	458.13 feet along same to a point;
59. 270° 47' 20"	423.52 feet along same to a point;
60. 283° 40' 20"	171.40 feet along the remainders of Grant 1844 to J. Sylva and Grant 1152 to H. Cornwell, being also along Lot 6 of Waikapu Hema Large Lot Subdivision to a point;

61. 71° 24'

158.02 feet along the remainder of Grant
3152 to H. Cornwell, being also
along Lot 6 of Waikapu Hema
Large Lot Subdivision to a
point;

62. 159° 53' 30"

243.02 feet along same to a point;

63. 129° 25' 30"

322.70 feet along same to a point;

64. 4° 38' 30"

622.11 feet along same to a point;

65. 140° 52' 10"

270.21 feet along same to a point;

66. 9° 50' 10"

592.25 feet along same to a point;

67. 156° 00' 20"

234.68 feet along same to a point;

68. 10° 04' 20"

229.81 feet along same to a point;

69. 147° 52' 40"

58.08 feet along same to a point;

70. 140° 06' 28"

351.88 feet along the remainder of Grant
3152 to H. Cornwell, being also
along Lot 4 of Waikapu Hema
Large Lot Subdivision to a
point;

71. 69° 44' 06"

188.59 feet along same to a point;

72. 75° 55' 20"

379.12 feet along same to a point;

73. 55° 57'

249.56 feet along same to a point;

74. 12° 51'

209.74 feet along same to a point;

75. 14° 01' 50"

402.76 feet along same to a point;

76. 2° 37' 30"

211.57 feet along same to a point;

77. 152° 07'

226.33 feet along same to a point;

78. 120° 40'

304.82 feet along same to a point;

79. 299° 45' 30"

252.12 feet along same to a point;

80. 282° 46' 50"

1,138.39 feet along same to a point;

81. 267° 38'

263.24 feet along same to a point;

82. 17° 54' 50"

123.65 feet along the remainder of Grant
3152 to H. Cornwell, being also
along Lot 6 of Waikapu Hema
Large Lot Subdivision to a
point;

83. 10° 34' 20"	150.93 feet along same to a point;
84. 40° 14' 40"	206.75 feet along same to a point;
85. 8° 47' 30"	153.35 feet along same to a point;
86. 17° 03' 40"	172.38 feet along same to a point;
87. 304° 03' 20"	325.17 feet along same to a point;
88. 18° 38' 10"	658.46 feet along same to a point;
89. 29° 35' 40"	111.26 feet along same to a point;
90. 359° 47'	261.90 feet along same to a point;
91. 18° 27' 50"	154.69 feet along same to a point;
92. 33° 43' 30"	158.84 feet along same to a point;
93. 7° 54' 40"	117.40 feet along same to a point;
94. 22° 58' 10"	290.49 feet along same to a point;
95. 15° 36'	802.72 feet along same to a point;
96. 357° 01' 50"	799.47 feet along same to a point;
97. 282° 14' 30"	811.75 feet along same to a point;
98. 18° 07'	533.64 feet along same to a point;
99. 14° 50' 10"	360.78 feet along same to a point;
100. 45° 20' 20"	443.44 feet along same to a point;
101. 37° 57' 20"	270.36 feet along same to the point of beginning and containing an Area of 551.586 acres.

TOGETHER, WITH, the following:

1. A Roadway and Utility Easement B (60-feet wide) over and across Lot 6 of Waikapu Hema Large Lot Subdivision, subject to vehicular access restrictions from Honoapiilani Highway (Federal Aid Project Number 13-G) and being more particularly described as follows:

Beginning at a point at the southeasterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE", being 20,718.61 feet South and 3,579.82 feet West and running by azimuths measured clockwise from True South:

1. Thence over and across a portion of Grant 1151 to H. Cornwell, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being: 136° 45' 11" 42.43 feet;
2. 91° 45' 11" 98.54 feet over and across same;
3. Thence over and across same on a curve to the right having a radius of 2,730.00 feet, the chord azimuth and distance being: 99° 56' 05.5" 777.04 feet;
4. 106° 07' 456.37 feet over and across same;
5. 198° 07' 60.00 feet over and across a portion of Grant 1152 to H. Cornwell, being also along Lot 3 of Waikapu Hema Large Lot Subdivision;
6. 288° 07' 456.37 feet over and across a portion of Grant 1152 to H. Cornwell, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision;
7. Thence over and across same on a curve to the left having a radius of 2,670.00 feet, the chord azimuth and distance being: 279° 56' 05.5" 759.96 feet;
8. 271° 45' 11" 98.54 feet over and across same;
9. Thence over and across same on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being: 226° 45' 11" 42.43 feet;
10. 1° 45' 11" 120.00 feet along the westerly side of Honoapiilani Highway (Federal Aid Project Number 13-G) to the point of beginning and containing an Area of 1.887 acres, more or less.
2. A Roadway and Utility Easement C (60-feet wide) over and across Lot 6 of Waikapu Hema Large Lot Subdivision, subject to vehicular access restrictions from Honoapiilani Highway (Federal Aid Project Number 13-G) and being more particularly described as follows:

Beginning at a point at the southeasterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE", being 17,912.42 feet South and 1,493.94 feet West and running by azimuths measured clockwise from True South:

1. Thence over and across a portion of Grant 3152 to H. Cornwell, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being:
136° 45' 11" 42.43 feet;
2. 91° 45' 11" 39.40 feet over and across same;
3. Thence over and across same on a curve to the right having a radius of 378.00 feet, the chord azimuth and distance being:
102° 59' 45.5" 147.40 feet;
4. 114° 14' 20" 590.58 feet over and across same;
5. Thence over and across same on a curve to the right having a radius of 508.00 feet, the chord azimuth and distance being:
123° 53' 10" 170.26 feet;
6. 133° 32' 557.07 feet over and across same;
7. Thence over and across same on a curve to the right having a radius of 1,438.00 feet, the chord azimuth and distance being:
137° 56' 20" 220.92 feet;
8. 142° 20' 40" 31.25 feet over and across same;
9. Thence over and across same on a curve to the left having a radius of 462.00 feet, the chord azimuth and distance being:
121° 18' 35" 331.66 feet;
10. 197° 03' 40" 60.37 feet over and across a portion of Grant 3152 to H. Cornwell, being also along Lot 3 of Waikapu Hema Large Lot Subdivision;

11. Thence over and across a portion of Grant 3152 to H. Cornwell, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision on a curve to the right having a radius of 522.00 feet, the chord azimuth and distance being:
301° 42' 05" 368.06 feet;
12. 322° 20' 40" 31.25 feet over and across same;
13. Thence over and across same on a curve to the left having a radius of 1,378.00 feet, the chord azimuth and distance being:
317° 56' 20" 211.70 feet;
14. 313° 32' 557.07 feet over and across same;
15. Thence over and across same on a curve to the left having a radius of 448.00 feet, the chord azimuth and distance being:
303° 53' 10" 150.15 feet;
16. 294° 14' 20" 590.58 feet over and across same;
17. Thence over and across same on a curve to the left having a radius of 318.00 feet, the chord azimuth and distance being:
282° 59' 45.5" 124.00 feet;
18. 271° 45' 11" 39.40 feet over and across same;
19. Thence over and across same on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being:
226° 45' 11" 42.43 feet;
20. 1° 45' 11" 120.00 feet along the westerly side of Honoapiilani Highway (Federal Aid Project Number 13-G) to the point of beginning and containing an Area of 2.929 acres, more or less.
3. A Roadway and Utility Easement D (40-foot wide) over and across Lot 6 of Waikapu Hema Large Lot Subdivision, subject to vehicular access restrictions from Honoapiilani Highway (Federal Aid Project Number 13-G) and being more particularly described as follows:

Beginning at a point at the southeasterly corner of this easement, the coordinates of said point of Beginning referred to Government Survey Triangulation Station "LUKE", being 15,509.49 feet South and 1,420.06 feet West and running by azimuths measured clockwise from True South:

1. Thence over and across a portion of Grant 3152 to H. Cornwell, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being: 139° 21' 12.88" 40.73 feet;
2. Thence over and across same on a curve to the right having a radius of 367.18 feet, the chord azimuth and distance being: 101° 31' 22" 63.07 feet;
3. 106° 27' 1,180.86 feet over and across a portion of Grant 3152 to H. Cornwell, being also over and across portions of Lots 6 and 5 of Waikapu Hema Large Lot Subdivision, and along Lot 4 of Waikapu Hema Large Lot Subdivision;
4. 120° 13' 50" 597.30 feet over and across a portion of Grant 3152 to H. Cornwell, being also along Lot 4 of Waikapu Hema Large Lot Subdivision;
5. 210° 13' 50" 40.00 feet over and across same;
6. 200° 13' 50" 592.46 feet over and across a portion of Grant 3152 to H. Cornwell, being also over and across a portion of Lot 5 of Waikapu Hema Large Lot Subdivision;
7. 286° 27' 1,176.03 feet over and across a portion of Grant 3152 to H. Cornwell, being also over and across portions of Lots 5 and 6 of Waikapu Hema Large Lot Subdivision;

8. Thence over and across a portion of Grant 3152 to H. Cornwell, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision on a curve to the left having a radius of 127.18 feet, the chord azimuth and distance being:
282° 15' 05" 47.91 feet;
9. Thence over and across same on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being:
230° 14' 55.90" 44.45 feet;
10. Thence along the westerly side of Honoapiilani Highway (Federal Aid Project Number 13-G) on a curve to the left having a radius of 17,223.80 feet, the chord azimuth and distance being:
2° 16' 41.78" 100.21 feet to the point of beginning and containing an Area of 1.716 acres, more or less.

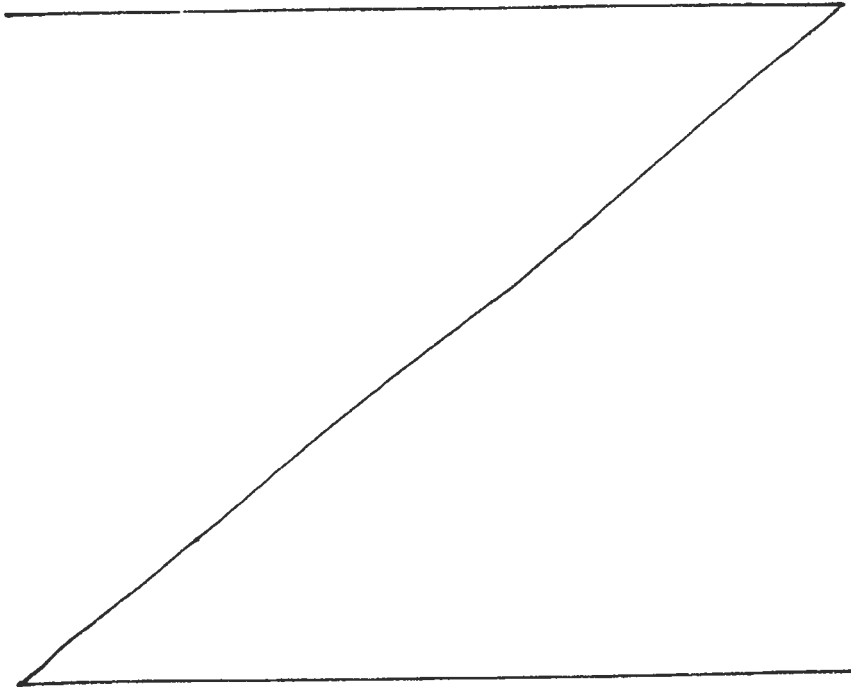
SUBJECT, HOWEVER, to the following:

1. A portion of existing Powerline Easement 6 for electrical purposes, in favor of Maui Electric Company, Ltd.
2. A portion of existing Powerline Easement E for electrical purposes, in favor of Maui Electric Company, Ltd.
3. A portion of existing Powerline Easement F for electrical purposes, in favor of Maui Electric Company, Ltd.

PARCEL SECOND

All of that certain parcel of land situate at Waikapu, Wailuku, Island and County of Maui, State of Hawaii, described as follows:

Lot No.4, containing an area of 65.140 acres (more or less), of the WAIKAPU HEMA LARGE LOT SUBDIVISION, as shown on Exhibit B hereto and more particularly described as follows:



Land situated on the westerly side of Honoapiilani Highway
(Federal Aid Project Number 13-G) at Waikapu, Wailuku, Maui,
Hawaii

Being a portion of Grant 3152 to H. Cornwell

Beginning at a point at the southeasterly corner of this lot, the
coordinates of said point of beginning referred to Government Survey
Triangulation Station "LUKE", being 15,944.77 feet South and
4,943.67 feet West and running by azimuths measured clockwise from True
South:

1. 87° 38'	263.24 feet along the remainder of Grant 3152 to H. Cornwell, being also along Lot 3 of Waikapu Hema Large Lot Subdivision to a point;
2. 102° 46' 50"	1,138.39 feet along same to a point;
3. 119° 45' 30"	252.12 feet along same to a point;
4. 140° 40'	304.82 feet along same to a point;
5. 172° 07'	226.33 feet along same to a point;
6. 182° 37' 30"	211.57 feet along same to a point;
7. 194° 01' 50"	402.76 feet along same to a point;
8. 212° 51'	209.74 feet along same to a point;
9. 235° 57'	249.56 feet along same to a point;
10. 255° 55' 20"	379.12 feet along same to a point;
11. 249° 44' 06"	188.59 feet along same to a point;
12. 320° 06' 28"	351.88 feet along same to a point;
13. 312° 20'	142.00 feet along the remainder of Grant 3152 to H. Cornwell, being also along Lot 6 of Waikapu Hema Large Lot Subdivision to a point;
14. 272° 52'	110.00 feet along same to a point;
15. 288° 30'	214.00 feet along same to a point;

16. 175° 15' 252.48 feet along same to a point;

17. 10° 30' 370.44 feet along the remainder of Grant 3152 to H. Cornwell, being also along Lot 5 of Waikapu Hema Large Lot Subdivision to a point;

18. 120° 13' 50" 66.00 feet along same to a point;

19. 30° 13' 50" 44.00 feet along same to a point;

20. 200° 13' 50" 597.30 feet along same to a point;

21. 286° 27' 79.91 feet along same to a point;

22. Thence along same on a curve to the right having a radius of 30.00 feet, the chord azimuth and distance being: 334° 16' 44.46 feet to a point;

23. 22° 05' 289.69 feet along the remainder of Grant 3152 to H. Cornwell, being also along Lot 6 of Waikapu Hema Large Lot Subdivision to a point;

24. 32° 48' 373.00 feet along same to a point;

25. 27° 30' 190.00 feet along same to the point of beginning and containing an Area of 65.140 acres.

TOGETHER, WITH, the following:

1. A Roadway and Utility Easement B (60-feet wide) over and across Lot 6 of Waikapu Hema Large Lot Subdivision, subject to vehicular access restrictions from Honoapiilani Highway (Federal Aid Project Number 13-G) and being more particularly described as follows:

Beginning at a point at the southeasterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE", being 20,718.61 feet South and 3,579.82 feet West and running by azimuths measured clockwise from True South:

1. Thence over and across a portion of Grant 3152 to H. Cornwell, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being: 136° 45' 11" 42.43 feet;
2. 91° 45' 11" 98.54 feet over and across same;
3. Thence over and across same on a curve to the right having a radius of 2,730.00 feet, the chord azimuth and distance being: 99° 56' 05.5" 777.04 feet;
4. 108° 07' 456.37 feet over and across same;
5. 198° 07' 60.00 feet over and across a portion of Grant 3152 to H. Cornwell, being also along Lot 3 of Waikapu Hema Large Lot Subdivision;
6. 238° 07' 456.27 feet over and across a portion of Grant 3152 to H. Cornwell, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision;
7. Thence over and across same on a curve to the left having a radius of 2,670.00 feet, the chord azimuth and distance being: 279° 56' 05.5" 759.96 feet;
8. 271° 45' 11" 98.54 feet over and across same;
9. Thence over and across same on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being: 226° 45' 11" 42.43 feet;
10. 1° 45' 11" 120.00 feet along the westerly side of Honoapiilani Highway (Federal Aid Project Number 13-G) to the point of beginning and containing an Area of 1.887 acres, more or less.
2. A Roadway and Utility Easement C (60-feet wide) over and across Lot 6 of Waikapu Hema Large Lot Subdivision, subject to vehicular access restrictions from Honoapiilani Highway (Federal Aid Project Number 13-G) and being more particularly described as follows:

Beginning at a point at the southeasterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE", being 17,912.42 feet South and 1,493.94 feet West and running by azimuths measured clockwise from True South:

1. Thence over and across a portion of Grant 1152 to H. Cornwell, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being:
136° 45' 11" 42.43 feet;
2. 91° 45' 11" 39.40 feet over and across same;
3. Thence over and across same on a curve to the right having a radius of 378.00 feet, the chord azimuth and distance being:
102° 59' 45.5" 147.40 feet;
4. 114° 14' 20" 590.58 feet over and across same;
5. Thence over and across same on a curve to the right having a radius of 508.00 feet, the chord azimuth and distance being:
123° 53' 10" 170.26 feet;
6. 133° 32' 557.07 feet over and across same;
7. Thence over and across same on a curve to the right having a radius of 1,438.00 feet, the chord azimuth and distance being:
137° 56' 20" 220.92 feet;
8. 142° 20' 40" 31.25 feet over and across same;
9. Thence over and across same on a curve to the left having a radius of 462.00 feet, the chord azimuth and distance being:
121° 18' 35" 331.66 feet;
10. 197° 03' 40" 60.37 feet over and across a portion of Grant 1152 to H. Cornwell, being also along Lot 3 of Waikapu Hema Large Lot Subdivision;

11. Thence over and across a portion of Grant 2152 to H. Cornwell, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision on a curve to the right having a radius of 522.00 feet, the chord azimuth and distance being:
301° 42' 05" 368.06 feet;
12. 322° 20' 40" 31.25 feet over and across same;
13. Thence over and across same on a curve to the left having a radius of 1,378.00 feet, the chord azimuth and distance being:
317° 56' 20" 211.70 feet;
14. 313° 32' 557.07 feet over and across same;
15. Thence over and across same on a curve to the left having a radius of 448.00 feet, the chord azimuth and distance being:
303° 53' 10" 150.15 feet;
16. 294° 14' 20" 590.58 feet over and across same;
17. Thence over and across same on a curve to the left having a radius of 318.00 feet, the chord azimuth and distance being:
282° 59' 45.5" 124.00 feet;
18. 271° 45' 11" 39.40 feet over and across same;
19. Thence over and across same on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being:
226° 45' 11" 42.43 feet;
20. 1° 45' 11" 120.00 feet along the westurly side of Honoapiilani Highway (Federal Aid Project Number 13-G) to the point of beginning and containing an Area of 2.929 acres, more or less.
21. A Roadway and Utility Easement D (40-feet wide) over and across Lot 6 of Waikapu Hema Large Lot Subdivision, subject to vehicular access restrictions from Honoapiilani Highway (Federal Aid Project Number 13-G) and being more particularly described as follows:

Beginning at a point at the southeasterly corner of this easement. the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE", being 15,509.49 feet South and 1,420.06 feet West and running by azimuths measured clockwise from True South:

1. Thence over and across a portion of Grant 3152 to H. Cornwell, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being: 139° 21' 12.86" 40.73 feet;
2. Thence over and across same on a curve to the right having a radius of 367.18 feet, the chord azimuth and distance being: 101° 31' 12" 63.07 feet;
3. 106° 27' 1,180.86 feet over and across a portion of Grant 3152 to H. Cornwell, being also over and across portions of Lots 6 and 5 of Waikapu Hema Large Lot Subdivision, and along Lot 4 of Waikapu Hema Large Lot Subdivision;
4. 120° 13' 50" 597.30 feet over and across a portion of Grant 3152 to H. Cornwell, being also along Lot 4 of Waikapu Hema Large Lot Subdivision;
5. 210° 13' 50" 40.00 feet over and across same;
6. 300° 13' 50" 592.46 feet over and across a portion of Grant 3152 to H. Cornwell, being also over and across a portion of Lot 5 of Waikapu Hema Large Lot Subdivision;
7. 286° 27' 1,176.03 feet over and across a portion of Grant 3152 to H. Cornwell, being also over and across portions of Lots 5 and 6 of Waikapu Hema Large Lot Subdivision;

3. Thence over and across a portion of Grant 3152 to H. Cornwell, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision on a curve to the left having a radius of 327.18 feet, the chord azimuth and distance being:
282° 15' 05" 47.91 feet;
9. Thence over and across same on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being:
230° 14' 55.90" 44.45 feet;
10. Thence along the westerly side of Honoapiilani Highway (Federal Aid Project Number 13-G) on a curve to the left having a radius of 17,223.80 feet, the chord azimuth and distance being:
2° 16' 41.78" 100.21 feet to the point of beginning and containing an Area of 1.716 acres, more or less.

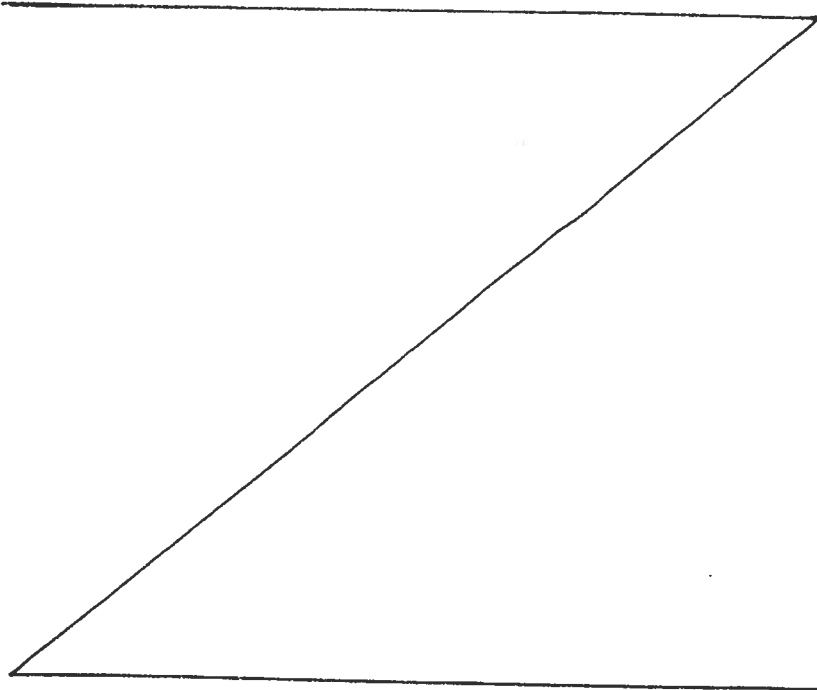
SUBJECT, HOWEVER, to the following:

1. A portion of existing Powerline Easement 6 for electrical purposes, in favor of Maui Electric Company, Ltd.

PARCEL THIRD

All of that certain parcel of land situate at Waikapu, Wailuku, Island and County of Maui, State of Hawaii, described as follows:

Lot No. 5, containing an area of 6.405 acres (more or less), of the WAIKAPU HEMA LARGE LOT SUBDIVISION, as shown on Exhibit B hereto and more particularly described as follows:



Land situated on the westerly side of Honoapiilani Highway
(Federal Aid Project Number 13-G) at Waikapu, Wailuku, Maui,
Hawaii

Being a portion of Grant 3152 to H. Cornwell

Beginning at a point at the most westerly corner of this lot, the
coordinates of said point of beginning referred to Government Survey
Triangulation Station "LUKE", being 14,830.86 feet South and
5,156.99 feet West and running by azimuths measured clockwise from True
South:

1. 210° 13' 50" 44.00 feet along the remainder of Grant
3152 to H. Cornwell, being also
along Lot 4 of Waikapu Hema
Large Lot Subdivision to a
point;
2. 300° 13' 50" 66.00 feet along same to a point;
3. 210° 00' 370.44 feet along same to a point;
4. 275° 15' 306.15 feet along the remainder of Grant
3152 to H. Cornwell, being also
along Lot 6 of Waikapu Hema
Large Lot Subdivision to a
point;
5. 339° 00' 451.39 feet along same to a point;
6. 22° 47' 187.69 feet along same to a point;
7. 106° 27' 18.00 feet along same to a point;
8. 22° 05' 77.31 feet along same to a point;
9. Thence along the remainder of Grant 3152 to H. Cornwell, being
also along Lot 4 of Waikapu
Hema Large Lot Subdivision on a
curve to the left having a
radius of 30.00 feet, the chord
azimuth and distance being:
154° 16' 44.46 feet to a
point;
10. 106° 27' 79.91 feet along same to a point;
11. 120° 13' 50" 597.30 feet along same to the point of
beginning and containing an
Area of 6.405 acres.

TOGETHER, WITH, the following:

1. A Roadway and Utility Easement 5 (60-foot wide) over and across Lot 5 of Waikapu Hema Large Lot Subdivision, subject to vehicular access restrictions from Honoapiilani Highway (Federal Aid Project Number 13-G) and being more particularly described as follows:

Beginning at a point at the southeasterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE", being 20,718.61 feet South and 1,579.82 feet West and running by azimuths measured clockwise from True South:

1. Thence over and across a portion of Grant 3152 to H. Cornwell, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being:
126° 45' 11" 42.43 feet;
2. 91° 45' 11" 98.54 feet over and across same;
3. Thence over and across same on a curve to the right having a radius of 2,730.00 feet, the chord azimuth and distance being:
99° 56' 05.5" 777.04 feet;
4. 108° 07' 456.27 feet over and across same;
5. 198° 07' 60.00 feet over and across a portion of Grant 3152 to H. Cornwell, being also along Lot 3 of Waikapu Hema Large Lot Subdivision;
6. 288° 07' 456.37 feet over and across a portion of Grant 3152 to H. Cornwell, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision;
7. Thence over and across same on a curve to the left having a radius of 2,670.00 feet, the chord azimuth and distance being:
279° 56' 05.5" 759.96 feet;
8. 271° 45' 11" 98.54 feet over and across same;
9. Thence over and across same on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being:
226° 45' 11" 42.43 feet;

10. 1° 45' 11" 120.00 feet along the westerly side of Honoapiilani Highway (Federal Aid Project Number 13-G) to the point of beginning and containing an Area of 1.887 acres, more or less.

11. A Roadway and Utility Easement C (60-feet wide) over and across Lot 6 of Waikapu Hema Large Lot Subdivision, subject to vehicular access restrictions from Honoapiilani Highway (Federal Aid Project Number 13-G) and being more particularly described as follows:

Beginning at a point at the southeasterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE", being 17,912.42 feet South and 2,493.94 feet West and running by azimuths measured clockwise from True South:

1. Thence over and across a portion of Grant 3152 to H. Cornwell, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being: 136° 45' 11" 42.43 feet;
2. 91° 45' 11" 39.40 feet over and across same;
3. Thence over and across same on a curve to the right having a radius of 378.00 feet, the chord azimuth and distance being: 102° 59' 45.5" 147.40 feet;
4. 114° 14' 20" 590.58 feet over and across same;
5. Thence over and across same on a curve to the right having a radius of 508.00 feet, the chord azimuth and distance being: 123° 53' 10" 170.26 feet;
6. 133° 32' 557.07 feet over and across same;
7. Thence over and across same on a curve to the right having a radius of 1,438.00 feet, the chord azimuth and distance being: 137° 56' 20" 220.92 feet;
8. 142° 20' 40" 31.25 feet over and across same;

9. Thence over and across same on a curve to the left having a radius of 462.00 feet, the chord azimuth and distance being:
121° 18' 35" 331.66 feet;
10. 197° 03' 40" 60.37 feet over and across a portion of Grant 3152 to H. Cornwell, being also along Lot 3 of Waikapu Hema Large Lot Subdivision;
11. Thence over and across a portion of Grant 3152 to H. Cornwell, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision on a curve to the right having a radius of 522.00 feet, the chord azimuth and distance being:
301° 42' 05" 368.06 feet;
12. 322° 20' 40" 31.15 feet over and across same;
13. Thence over and across same on a curve to the left having a radius of 1,378.00 feet, the chord azimuth and distance being:
317° 56' 20" 211.70 feet;
14. 313° 32' 557.07 feet over and across same;
15. Thence over and across same on a curve to the left having a radius of 448.00 feet, the chord azimuth and distance being:
303° 53' 10" 150.15 feet;
16. 294° 14' 20" 590.58 feet over and across same;
17. Thence over and across same on a curve to the left having a radius of 318.00 feet, the chord azimuth and distance being:
282° 59' 45.5" 124.00 feet;
18. 271° 45' 11" 39.40 feet over and across same;
19. Thence over and across same on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being:
226° 45' 11" 42.43 feet;
20. 1° 45' 11" 120.00 feet along the westerly side of Honoapiilani Highway (Federal Aid Project Number 13-G) to the point of beginning and containing an Area of 2.929 acres, more or less.

1. A Roadway and Utility Easement 7.40-foot wide) over and across Lot 6 of Waikapu Hema Large Lot Subdivision, subject to vehicular access restrictions from Honoapiilani Highway (Federal Aid Project Number 13-C) and being more particularly described as follows:

Beginning at a point at the southeasterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE", being 15,509.49 feet South and 3,420.06 feet West and running by azimuths measured clockwise from True South:

1. Thence over and across a portion of Grant 3152 to H. Cornwell, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being:
139° 21' 12.88" 40.73 feet;
2. Thence over and across same on a curve to the right having a radius of 367.18 feet, the chord azimuth and distance being:
101° 21' 22" 63.07 feet;
3. 106° 27' 1,180.86 feet over and across a portion of Grant 3152 to H. Cornwell, being also over and across portions of Lots 6 and 5 of Waikapu Hema Large Lot Subdivision, and along Lot 4 of Waikapu Hema Large Lot Subdivision;
4. 120° 13' 50" 597.30 feet over and across a portion of Grant 3152 to H. Cornwell, being also along Lot 4 of Waikapu Hema Large Lot Subdivision;
5. 210° 13' 50" 40.00 feet over and across same;
6. 300° 13' 50" 592.46 feet over and across a portion of Grant 3152 to H. Cornwell, being also over and across a portion of Lot 5 of Waikapu Hema Large Lot Subdivision;
7. 286° 27' 1,176.03 feet over and across a portion of Grant 3152 to H. Cornwell, being also over and across portions of Lots 5 and 6 of Waikapu Hema Large Lot Subdivision;

8. Thence over and across a portion of Grant 3152 to H. Cornwall, being also over and across a portion of Lot 6 of Waikapu Hema Large Lot Subdivision on a curve to the left having a radius of 327.18 feet, the chord azimuth and distance being:
282° 15' 05" 47.91 feet;
9. Thence over and across same on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being:
230° 14' 55.90" 44.45 feet;
10. Thence along the westerly side of Honoapiilani Highway (Federal Aid Project Number 13-G) on a curve to the left having a radius of 17,223.80 feet, the chord azimuth and distance being:
2° 16' 41.78" 100.21 feet to the point of beginning and containing an Area of 1.716 acres, more or less.

SUBJECT, HOWEVER, to the following:

1. A portion of existing Powerline Easement 6 for electrical purposes, in favor of Maui Electric Company, Ltd.
2. A portion of existing Powerline Easement 7 for electrical purposes, in favor of Maui Electric Company, Ltd.

Subject further, however, to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. Grant of Easement dated December 1, 1978, by and between Wailuku Sugar Company, a Hawaii corporation, as Grantor, and State of Hawaii, by its Director of Transportation, as Grantee, recorded in said Bureau in Book 13364, Page 211.
3. Exceptions and reservations in favor of Hawaiian Commercial and Sugar Company, now known as Alexander & Baldwin, Inc., and its successors and assigns, as set forth in Deed Of Exchange dated June 23, 1924, recorded in said Bureau in Book 740, Page 134.
4. Grant dated January 5, 1987, in favor of Maui Electric Company, Limited, and Hawaiian Telephone Company, recorded in said Bureau in Book 20331, Page 23.
5. Agreement acknowledged March 27, 1984, April 30, 1984, and April 26, 1984, by and among Wailuku Sugar Company, a Hawaii corporation, Hawaii Tropical Plantation, a limited partnership, County of Maui, and the Department of Water Supply, County of Maui, recorded in said Bureau in Book 17877, Page 754.
6. Stand-By Agreement to Sell and Purchase Water dated April 1, 1986, by and between Maui Pineapple Company, Ltd., a Hawaii corporation, and Wailuku Agribusiness Co., Inc., a Hawaii corporation, recorded in said Bureau in Book 19450, Page 606.
7. Agreement to Lease dated April 1, 1986, by and between Wailuku Agribusiness Co., Inc., a Hawaii corporation, as Lessor, and Maui Pineapple Company, Ltd., a Hawaii corporation, as Lessee, recorded in said Bureau in Book 19450, Page 626.
8. Indenture dated April 30, 1974, by and between Wailuku Sugar Company, a Hawaii corporation, as Grantor, and Maui Electric Company, Limited, a Hawaii corporation, as Grantee, recorded in said Bureau in Book 9921, Page 1, as amended by Amendment Agreement dated January 24, 1978, recorded in said Bureau in Book 12720, Page 351.

9. The rights of persons other than WACI to any and all existing roadways, trails, easements, rights of way, flumes and irrigation ditches.

10. That certain Lien Securing Payment of Water Delivery Charges dated June 17, 1988, recorded in Liber 22667 at Page 299.

11. The terms, covenants, conditions, and restrictions on uses contained in that certain Subdivision Agreement (Agricultural Use) dated March 19, 1991, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 91-067645.

12. The terms, covenants, conditions, and restrictions on uses contained in that certain Subdivision Agreement (Large Lots) dated May 17, 1991, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 91-067647.

13. The terms, covenants, conditions, and restrictions on uses contained in that certain Private Fire Protection System Agreement dated October 12, 1990, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 90-164422, by and between Waikapu Mauka Partners, a Hawaii general partnership, and the Department of Water Supply of the County of Maui, as amended by instrument dated December 24, 1990, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 91-027932; and that certain Private Fire Protection System Agreement dated February 7, 1991, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 91-031198, by and between Waikapu Mauka Partners, a Hawaii general partnership and the Department of Water Supply of the County of Maui; both of which have been amended by that certain Amendment to Private Fire Protection System Agreement dated Jan 17, 1992, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. , by and between Waikapu Mauka Partners, a Hawaii general partnership, and the Department of Water Supply of the County of Maui (only as to Lot 3).

14. Any matters that a modern survey may reveal.

15. Any and all encumbrances made or suffered by WMP.

RECORDED'S MEMO: Legibility of Writing, Typing or Printing UNSATISFACTORY
in this Document when received.

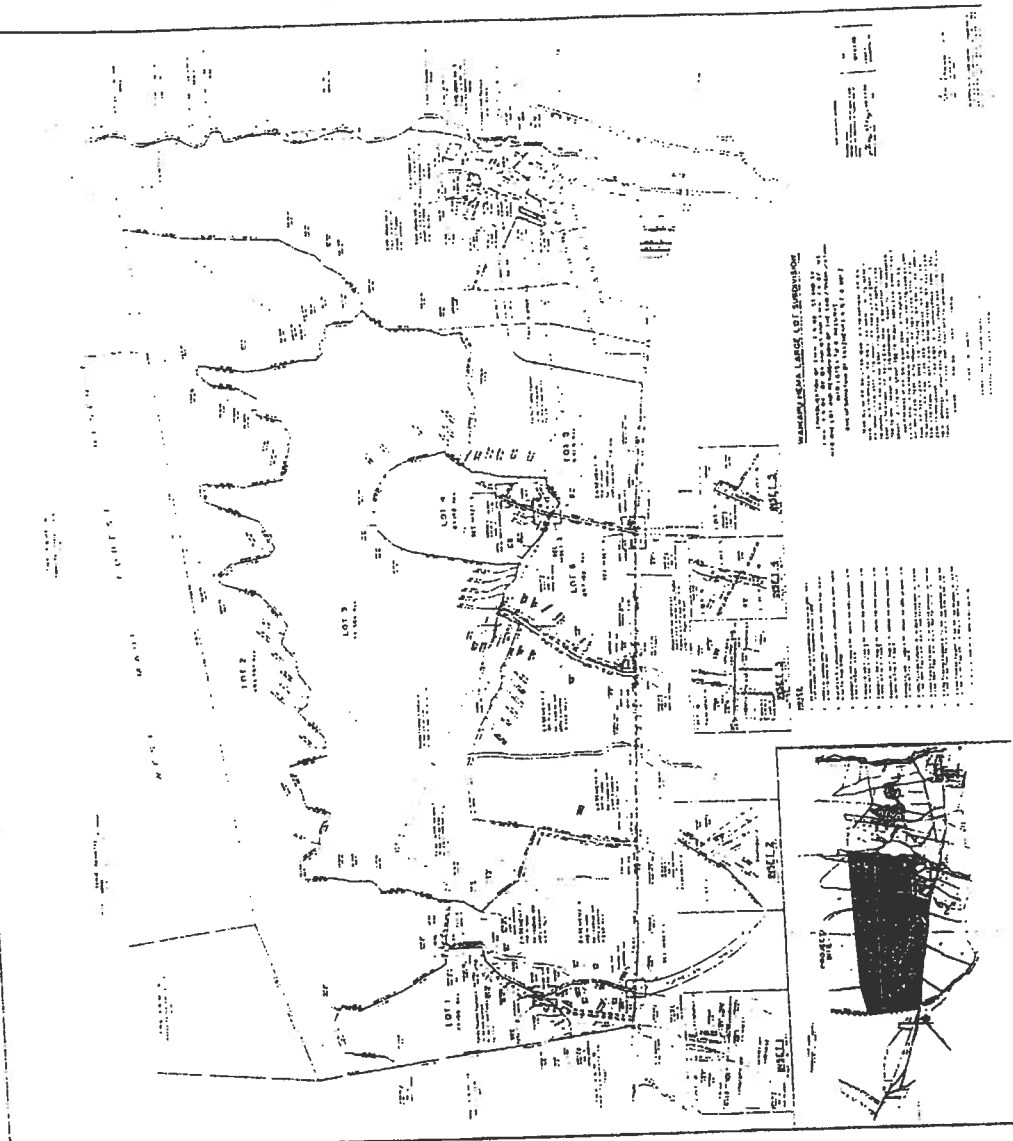
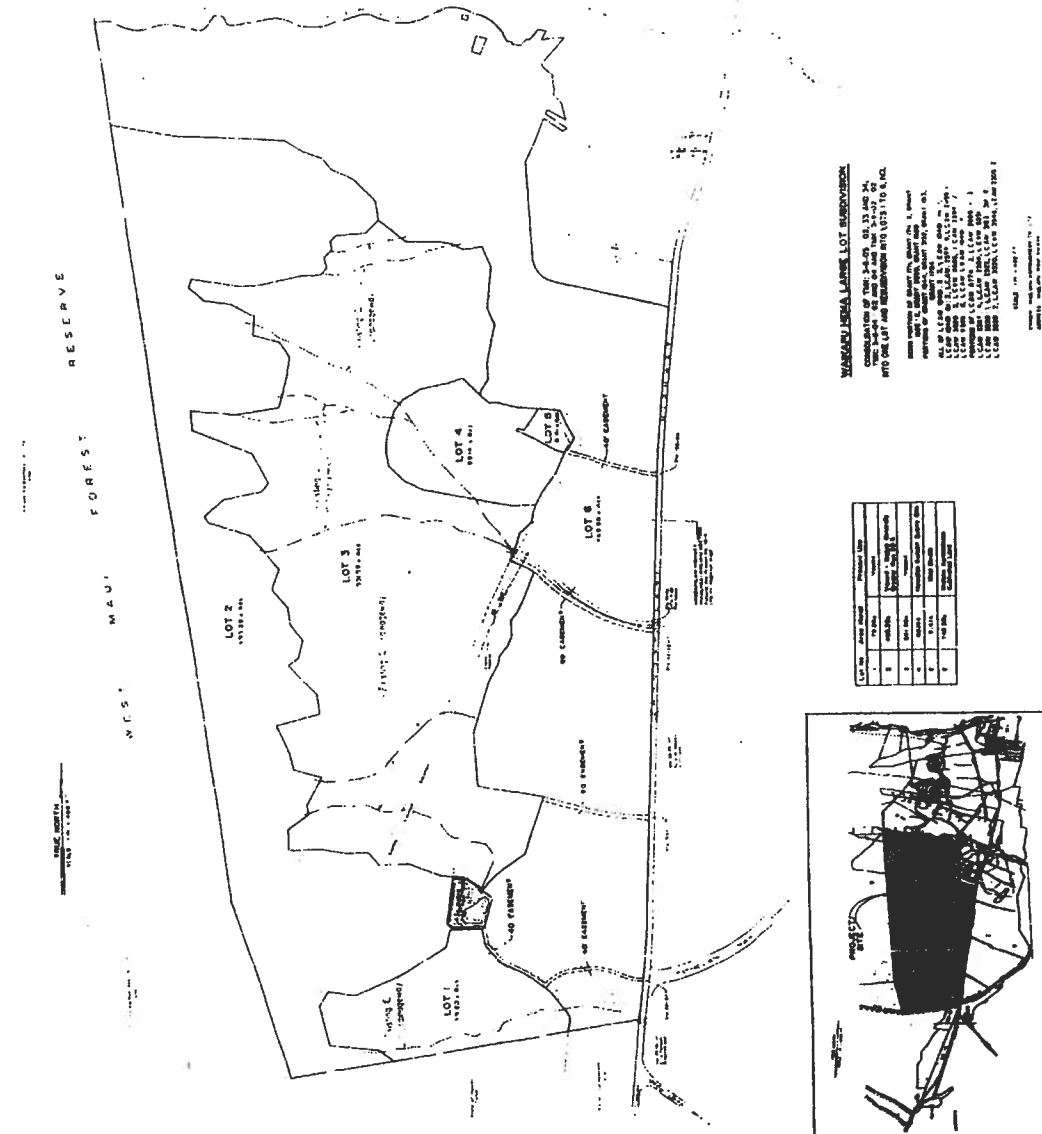


EXHIBIT "B"
Page 1 of 1

RECORDER'S MEMO: Legibility of Writing, Typing or Printing UNSATISFACTORY



THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY MAP AS FILED IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA, AND IS HEREBY CERTIFIED TO BE TRUE AND CORRECT BY THE CLERK OF THE DISTRICT COURT OF THE DISTRICT OF COLUMBIA, THIS 10TH DAY OF MAY, 1900.

Lot No.	Acres	Feet	Inches
1	1.00	0.00	0.00
2	1.00	0.00	0.00
3	1.00	0.00	0.00
4	1.00	0.00	0.00
5	1.00	0.00	0.00
6	1.00	0.00	0.00



RECORDED'S MEMO: Legibility of Writing, Typing or Printing UNSATISFACTORY

